

# 明新學校財團法人明新科技大學校外實習合約書

## Minghsin University of Science and Technology Student Off-campus Internship Agreement

\_\_\_\_\_(合作機構)\_\_\_\_\_(以下簡稱甲方)

\_\_\_\_\_(合作機構英文名)\_\_\_\_\_(hereinafter referred to as "Party A")

立合約書人 明新學校財團法人明新科技大學(以下簡稱乙方)

Minghsin University of Science and Technology (hereinafter referred to as "Party B")

\_\_\_\_\_(實習生)\_\_\_\_\_(以下簡稱丙方)

\_\_\_\_\_(實習生英文名)\_\_\_\_\_(hereinafter referred to as "Party C")

共同辦理校外實習教育事宜, 經三方協議訂定條款如下:

The following terms are established through a tripartite agreement for handling matters related to students' off-campus internship program:

### 1、 甲方之職責:

#### Article I Responsibility of Party A

- (1) 參與校外實習課程規劃, 並依丙方個別實習計畫提供丙方相關實務訓練, 安排實習工作單位分配、工作時段以進行各種實務技能訓練培育人才。

1.1 Party A is responsible for planning the off-campus internship program, providing practical training to the Party C based on his/her individual internship plan, and arranging internship placements and work schedules to foster Party C's talent through various practical skill training.

- (2) 負責丙方實習前之安全講習、實習場所安全防護設備之配置及相關職業安全衛生措施之規劃。

1.2 Party A is responsible for providing the safety briefing to the Party C before his/her internship including the arrangement of safety protection equipment at the internship site and the relevant occupational health and safety plan.

- (3) 接受乙方定期實地訪視, 並與乙方指派之專責輔導教師共同負責輔導丙方, 及參與實習成績考核。

1.3 Party A is responsible for accepting regular on-site visits from the Party B and collaborating with the instructor assigned by the Party B to coach Party C and evaluate his/her internship performance.

### 2、 乙方之職責:

#### Article II Responsibility of Party B

- (1) 依專科以上學校產學合作實施辦法第6條成立各級校外實習委員會, 並負責校外實習機制相關任務事項。

2.1 Following Article 6 of "the Implementation Regulations Governing Industry-Academia Cooperation in Junior College or Above." Party B and Party C's department and college shall respectively set up an Off-campus Student Internship Committee to take responsibilities for the matters related to the off-campus internship mechanism.

- (2) 依系科發展及專業核心能力妥善規劃校外實習課程, 並於實習前為丙方訂定「丙方個別實習計畫」。

2.2 According to the development of departments and the core competencies of professions, carefully plan off-campus internship courses and formulate individual internship plans for Party C before the internship begins.

(3) 乙方負責進行甲方實習機構工作環境安全性及實習權益之評估。

2.3 Party B is responsible for assessing Party C's safety in the workplace environments and his/her rights provided by Party A.

(4) 乙方應指派實習輔導老師，定期赴甲方進行實地訪視及輔導，瞭解丙方學習適應狀況及甲方依實習合約執行之情形，並與甲方共同輔導丙方，訪視時間應事先告知甲方，並經甲方同意。

2.4 Party B shall appoint mentors to regularly visit Party A's internship site and mentor Party C's learning and adaptation and the execution of the internship contract by Party A. The mentors and Party A shall offer mentorship to Party C jointly. The Party B must notify and obtain Party A's consent before thier visiting.

### 3、丙方實習準則：

#### Article II Responsibility of Party C

丙方應遵守實習相關規範，並於實習期間接受甲方實習單位主管及乙方輔導老師之指導。丙方實習期間內所得知甲方之營業機密、資訊、或任何形式之資料等，不得洩漏、公開、或以任何方式使他人知悉。

Party C must comply with the internship regulations, accept the Party A supervisor's and Party B mentor's guidance during the internship. Party C is strictly prohibited from disclosing, sharing, or in any way revealing any business secrets, information, or data obtained from Party A during the internship.

### 4、實習丙方資料

#### Article IV. Data of Student

姓名 Name	學號 Student ID No.	就讀學制 Program	所系科別 Department	校外實習課程名稱 Course			總學 分數 Credit

### 5、實習場所：

#### Article V. Internship Site

(1) 實習地點：○○公司(○○縣(市)○○區○○路(街)○○號○○樓。

5.1 Address of Internship Site

(2) 甲方非經乙方及丙方同意，不得任意調動實習地點。

5.2 Without the agreement of Part B and Part C, Part A should not change Party C's internship site.

### 6、實習時間、訓練內容、實習給付及實習津貼及相關事項：

#### Article VI. Internship hours, Internship Content, Internship Salaries and Welfares:

甲方與丙  
方為非僱  
傭關係：  
依「專科  
以上學校

姓名 Name	實習期間 (年/月/日~年/月/日) Duration (y/m/d-y/m/d)	實習時數 Hours	實習訓練內容 Job Content and Description

產學合作實施辦法」規定，甲方與丙方為單純學習訓練關係。

According to the "Regulations for the Implementation of Industry-Academia Cooperation in Colleges and Above", Party A and Party C established purely learning and training relations rather than employment relation.

(1) 實習時間: 甲乙雙方應考量實務訓練所需及為維護個人身心健康, 安排每日實習時間不得超過八小時, 每週實習時間, 不得超過四十小時, 且不得於午後十時至翌晨六時之時間內進行(但學校辦理校外實習屬各類專門職業及技術人員考試所訂定應考資格條件, 不在此限)。

6.1 Number of Internship Hours: Parties A and B must prioritize both the professional training and the physical and mental well-being of Party C. Internship hours are limited to 8 hours per day or 40 hours per week, and shifts cannot be scheduled between 10:00 p.m. and 6:00 a.m. (However, these limitations do not apply if extra hours or shifts are necessary for Party C to meet eligibility requirements for specialized examinations.)

(2) 實習給付: ☐無 ☐獎學金 ☐實習津貼, 每月 元。甲方提供之實習給付應全額予丙方, 並以金融機構轉存方式直接匯入丙方帳戶。

6.2 Types of Internship Payments: ☐ Not provided

☐ Scholarship/☐Internship allowance ☐ NT\$ \_\_\_\_\_ per month. Party A should pay the whole amount of scholarship/internship allowance to Party C, and directly deposit the payment into Party C's account via a financial institution.

(3) 休息時間及請假規定: 由甲乙雙方協議, 依丙方個別實習計畫安排及配合實習場域實務訓練所需, 議定合理的休息時間及請假規定。

6.3 Rest time and Leave-taking Regulations: Party A and Party B shall negotiate for the rest time and leave-taking regulations for Party C, depending on his/her internship planning and the requirement for the practical training at the internship site.

(4) 保險: 丙方於實習期間, 乙方應為丙方投保校外實習團體意外險, 並支付保險費。

6.4 Insurance: During the Party C's internship period, Party B shall insure Party C for the off-campus internship group accident insurance and pay the insurance premium.

## 7、福利

### Article VII. Welfares

1. 宿舍: ☐無 ☐免費提供 ☐付費提供, 每月 元。

Accommodation: ☐ Not provided ☐ Provided

☐ Provided at a cost of NT\$ \_\_\_\_\_ per month

2. 伙食: ☐無 ☐免費提供 ☐付費提供, 每餐 元。

Food: ☐ Not provided ☐ Provided

☐ Provided at a cost of NT\$ \_\_\_\_\_ per meal

3. 交通車/交通津貼: ☐無 ☐免費提供 ☐付費提供, 每月 元

☐交通津貼, 每月 元。

Shuttle Service/Commuting Allowance: ☐ Not provided ☐ Provided

☐ Provided at a cost of NT\$ \_\_\_\_\_ per month

☐ Provide Commuting allowance: NT\$ \_\_\_\_\_ per month

4. 其他公司福利:

Other welfares provided by Party A

## 8、實習不適應之輔導轉換方式:

### Article VIII. Internship Transfer due to Poor Adaptation

丙方於實習期間不適應, 應由甲乙雙方共同輔導, 如經乙方評估或丙方反應仍不適應, 應由乙方提出終止合約, 並安排丙方轉銜至其他實習機構或修習其他替代課程。

If Party C exhibits poor adaptation to the internship at Party A's site, both Party A and Party B shall jointly provide guidance to Party C. Where the guidance provided has failed to result in any improvement, reflected by Party B's evaluation or Party C's report, Party B shall terminate this Agreement, and assist Part C in transferring to a new internship provider or taking other alternative courses instead.

## 9、實習爭議協調及處理方式:

### Article IX. Settlement of Disputes

(1) 甲乙丙三方應約定爭議處理協調之單位明新科技大學校級校外實習委員會。

9.1 If there are disputes or controversies arising at the internship site of Party A, all parties agree that the disputes or controversies shall be submitted to the Off-campus Student Internship Committee of the Minghsin University of Science and Technology Department for settlement.

(2) 爭議處理過程，應邀集相關人員參與，必要時得邀集勞動相關法律專家學者與會。

9.2 Related personnel, or even experts and scholars in the field of labor law when necessary, shall be invited to attend the mediation process.

#### 10、實習成績評核及實習證明發給：

##### **Article X. The Internship Appraisal and Certificate Issuing**

甲、乙雙方應依丙方實習計畫或實習課程規劃所定標準，就丙方實習表現及實習報告內容共同評核實習成績，經評核成績合格者授予學分，並得視實際需要發給書面實習證明。  
Party B shall evaluate Party C's internship performance and internship reports based on the evaluation criteria defined in Party C's internship planning or the internship curriculum planning. Party C who has passed the evaluation shall be awarded credits and issued an internship certificate depending on the actual needs.

#### 11、契約生效、終止及解除：

##### **Article XI. Agreement Effectiveness, Termination, and Rescission**

(1) 本契約書自簽署完成之日起生效。

11.1 The terms of this Agreement shall become effective as of the date of signature.

(2) 甲乙雙方應約訂契約終止及解除條件；如甲方嚴重損害丙方權益，乙方得要求終止或解除合約，並依法向甲方提出損害賠償。

11.2 Party A and Party B shall agree on the terms and conditions for terminating or rescinding this Agreement. If Party C claims sever damages to his/her rights caused by Party A, Party B shall require to terminate or rescind this Agreement, and claim damages to Party A pursuant to the relevant laws and regulations.

12、甲乙丙三方就本契約有爭執，並進行司法救濟，三方合意以臺灣新竹地方法院為第一審管轄法院。

**Article XII.** Shall a dispute over this Agreement arise among Party A, Party B, and Party C, and legal remedies be pursued, Taiwan Hsinchu District Court is agreed to be the court of first instance jurisdiction by all the Parties.

13、本契約未盡事宜，依專科以上學校產學合作實施辦法相關法令等相關規定辦理。

**Article XIII.** Other internship-related matters not mentioned herein shall be handled pursuant the laws and regulations relevant to “the Implementation Regulations Governing Industry-Academia Cooperation in Junior College or Above”.

14、本合約書一式三份，甲、乙及丙方各執乙份存照。

**Article XIV.** This Agreement is made in triplicate, and Parties A, B, and C shall each receive and hold one copy.

立合約書人

Parties to the Agreement

甲 方：

Party A

負責人：

Representative

地 址：

Address

統一編號(立案字號):

GUI number

乙 方:明新學校財團法人明新科技大學

Party B: Minghsin University of Science and Technology

校 長:

Principle

地 址:新竹縣新豐鄉新興路1號

Address

統一編號:46802708

GUI number

聯絡人/職稱:

Contact Person / Job Title

聯絡電話:

Contact Number

丙 方:\_\_\_\_\_ (簽名)

Party C:\_\_\_\_\_ (Signature)

居留證字號:

UI No. of Resident Certificate

出生年月日:

Date of Birth

居留地址:

Residence Address

中華民國\_\_\_\_年\_\_\_\_月\_\_\_\_日